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 New Jersey Bureau of Securities

FILED

JUN 27 2006

ROBERT P. CONTILLO
 J.S.C.

By: Victoria A. Manning
 Deputy Attorney General
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 Deputy Attorney General
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SUPERIOR COURT OF NEW JERSEY
 BERGEN COUNTY
 CHANCERY DIVISION

PETER C. HARVEY,)	
ATTORNEY GENERAL OF NEW JERSEY and)	Civil Action
FRANKLIN L. WIDMANN, Chief of the)	
New Jersey Bureau of Securities,)	Docket No. BER-C-95-05
)	
Plaintiffs,)	CONSENT ORDER AS
)	TO DEFENDANT
v.)	DORIAN HAYES
)	
WELLESLEY SERVICES, LLC,)	
a New Jersey Limited Liability Company)	
f/k/a WS SURVIVOR, L.L.C., et al.,)	
)	
Defendants.)	

This matter was opened to the Court on the application of Peter C. Harvey, then Acting Attorney General of New Jersey, attorney for Plaintiffs, on behalf of Franklin L. Widmann, Chief of the New Jersey Bureau of Securities (the "Bureau Chief"), (Deputy Attorneys General Victoria A. Manning and Toral Makani Joshi,

appearing), by way of an Order to Show Cause, Verified Complaint and supporting brief and Certifications. Plaintiffs and pro se defendant Hayes have agreed to resolve any and all issues in controversy in this action, on the terms set forth in this Consent Order, which terms have, with the consent of the Bureau Chief and pro se defendant Hayes, been reviewed and approved by the Honorable Robert P. Contillo as confirmed by entering this Consent Order.

The Court makes no findings of fact or conclusions of law with respect to the allegations as to defendant Hayes as set forth in the Verified Complaint filed in the New Jersey Superior Court, Chancery Division, Essex County, Harvey v. Wellesley Services, LLC, et al., Docket No. ESX-C-188-03¹.

IT IS on this 27 day of June, 2006, ORDERED

AND AGREED:

PERMANENT INJUNCTIVE RELIEF

1. Defendant Hayes individually and by or through any corporation, business entity, agent, employee, partner, officer, director, attorney, stockholder, successor, and/or any other person who is directly or indirectly under his control or direction, is permanently restrained and enjoined from directly or indirectly violating the Securities Law and, specifically, from engaging in the following conduct:

¹ This matter was transferred from the Superior Court, Chancery Division, Essex County to this Court and assigned the docket number noted in the caption herein.

- (i) offering for sale or selling, advising, distributing, promoting, advertising, soliciting, negotiating, advancing the sale of and/or promoting securities in any manner to, from, or within the State of New Jersey and offering for sale or selling, distributing, promoting, advertising, soliciting, negotiating, advancing the sale of and/or promoting unregistered securities in any manner to, from, or within the State of New Jersey in violation of N.J.S.A. 49:3-60; and
- (ii) issuing securities or engaging in any securities related activity without being registered pursuant to N.J.S.A. 49:3-56(a).

GENERAL PROVISIONS

2. Plaintiffs agree not to continue further action against defendant Hayes in this litigation, provided that defendant Hayes cooperates with plaintiffs and the Court appointed Receiver, Louis T. DeLucia, in accordance with, but not limited to, the provisions contained in the Consent Order and Stipulation of Settlement between the Receiver for the Wellesley Entities, the Debtor, Dorian Marie [sic], the Debtor, the Chapter 7 Trustee and Lucille and Marshall Walker, filed on November 19, 2004, in the United States Bankruptcy Court for the Eastern District of Michigan, case No: 03-61751-SWR, attached hereto as Exhibit 1.

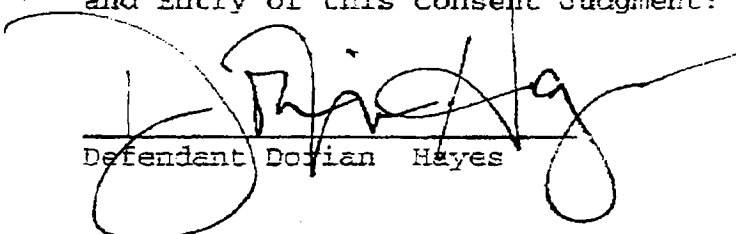
3. Defendant Hayes shall cooperate with plaintiffs in this litigation and such cooperation shall include, but not limited to, appearing as a cooperating witness at the trial of this litigation at defendant Hayes' own expense, if plaintiffs so request and testifying completely and truthfully.
4. In the event defendant Hayes does not cooperate with plaintiffs, plaintiffs shall notify the Court and defendant Hayes of the failure to cooperate withing ten (10) days of the failure to cooperate. If defendant Hayes fails to cooperate, this consent order shall be rendered null and void *ab initio* and any previously filed causes of action shall relate back to their original filing date and defendant Hayes shall not, and may not, assert a statute of limitations offense or any other time related defense.
5. This Consent Judgment applies to and is binding upon defendant Hayes.
6. The parties acknowledge that for the purpose of enforcement of this Consent Order, New Jersey Law shall govern the terms and provisions herein.
7. This Consent Order constitutes the entire agreement between plaintiffs and defendant Hayes with respect to the subject matter of the Verified Complaint. Any addition, deletion or change to this Consent Order must be in writing and signed by all parties to be bound and approved and signed by the Court.

8. This Consent Order is entered into by the parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order as evidenced by the execution of the Consent and Certification of defendant Hayes, attached hereto.
9. The parties have negotiated and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to construed against the drafter shall not apply to the construction or interpretation of this Consent Order.
10. As used in this Consent Order, the plural shall include the singular and the singular shall include the plural. In addition, "or" and "and" shall be interpreted conjunctively.
11. Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.
12. If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.
13. This Consent Order shall be binding upon the parties hereto and their successors. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

14. Unless otherwise prohibited by law, any signatures by the parties required for entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.


Honorable Robert P. Contillo, J. Ch.

Consent to the Form, Content
and Entry of this Consent Judgment:



Defendant Dorian Hayes

Dated:

6/22/06

ANNE MILGRAM
ACTING ATTORNEY GENERAL OF NEW JERSEY


By:


Victoria A. Manning
Deputy Attorney General

Dated: 6/22/06

ANNE MILGRAM
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:


Toral Makani Joshi
Deputy Attorney General

Dated: 6/22/06

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SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY
CHANCERY DIVISION

PETER C. HARVEY,)	
ATTORNEY GENERAL OF NEW JERSEY and)	Civil Action
FRANKLIN L. WIDMANN, Chief of the)	
New Jersey Bureau of Securities,)	Docket No. BER-C-095-05
)	
Plaintiffs,)	
)	
v.)	<u>CONSENT AND CERTIFICATION</u>
)	
WELLESLEY SERVICES, LLC,)	
a New Jersey Limited Liability Company)	
f/k/a WS SURVIVOR, L.L.C., et al,)	
)	
Defendants.)	

I, Dorian Hayes, hereby certify:

1. I was not represented by counsel, in this matter by my own volition.

2. I was provided with a copy of the Consent Order and of this Consent and Certification, by the Plaintiffs in this proceeding; that I have had an opportunity to review them and to ask questions about them; and that I understand their terms and conditions.

3. The terms fully, fairly and accurately set forth my agreement with plaintiffs.

4. No employee or official of, or person representing, the Bureau of Securities or the State of New Jersey, has made any additional promise or representation to me regarding this agreement.

5. I intend this Consent and Certification to be an integral part of the Consent Order.

6. I will abide by, and take all action necessary or helpful to implement the terms of the Consent Order and this Consent and Certification.

7. I make these statements unequivocally and without any unstated qualification or reservation.

I am aware that if any of my statements in this Consent and Certification is false, I am subject to punishment.

2006,

Certified to this

22 day of JUNE

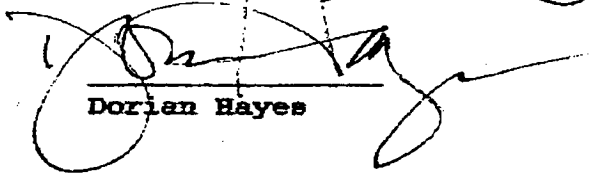

Dorian Hayes

EXHIBIT 1

CLERK, U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
BY: Janet M. Sturle
Deputy Clerk
DATE: NOV 19 2004

THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

In re:

DORIAN MARIE HAYES,

Debtor.

Chapter 7

Case No.: 03-61751-SWR

HON. STEVEN W. RHODES

**CONSENT ORDER AND STIPULATION OF SETTLEMENT BETWEEN THE
RECEIVER FOR THE WELLESLEY ENTITIES, THE DEBTOR, DORIAN MARIE
THE DEBTOR, THE CHAPTER 7 TRUSTEE AND LUCILLE AND MARSHALL
WALKER**

THIS MATTER having been presented to the Court jointly by the New Jersey State Court appointed receiver, Louis T. DeLucia, in his capacity as receiver (the "Receiver") for Wellesley Services, LLC, Wellesley Energy, LLC, Wellesley Group, Inc., Consolidate Transport America, LLC, Windham Associates, Inc., Windham Investment Associates, Inc., SRM Associates, Inc., AKB Associates, Inc., Marcus Industries, Inc., Villas & Estates Properties, LLC, Estate Properties, LLC, European Properties, LLC, Townhouse Properties, LLC, (collectively the "Receivership Estates"); Debtor Dorian Marie Hayes (the "Debtor"), by and through Sullivan, Ward, Asher & Patton, P.C., appearing on behalf of the Debtor; Mark Shapiro in his capacity as the Chapter 7 trustee (the "Trustee"); and Lucille and Marshall Walker (the "Walkers"), by and through their attorney, Christine Derdarian (when referred to collectively herein, the Receiver on behalf of Receivership Estates, the Trustee, the Debtor, and the Walkers shall be referred to as the "Parties"); and the Parties having advised the Court that an agreement has been reached between and among them (the "Agreement"); and it appearing that the Parties

have agreed to the terms of the Agreement and have consented to the form and entry of the within Consent Order and Stipulation (the "Order"); and good cause having been shown;

NOW THEREFORE, IT IS on this _____ day of November, 2004, ordered and agreed that:

1. Immediately following the entry of this Order, but no more than three business days thereafter, the Receiver shall file a Notice of Dismissal ("Notice"), with prejudice and without costs dismissing the Debtor and the Walkers only from the action captioned DeLucia v. Giacomaro, et al., in the Superior Court of New Jersey, Chancery Division, Essex County, Docket No. ESX-C-183-04 (the "New Jersey Action"), subject to the remaining provisions hereof. The Receiver agrees to not commence or continue further action against the Debtor in the Superior Court of New Jersey, Chancery Division, Essex County, Docket No. C-188-03 action (the "Enforcement Action"); provided, however, that nothing contained herein shall be deemed to or interpreted as any restriction on the Receiver's right and power to exercise his duties as a receiver pursuant to N.J.S.A. 14A:14-1, et seq. to, inter alia, investigate, subpoena documents, witnesses or otherwise investigate matters relevant to the Receivership Estates in the Enforcement Action.

2. (A.) The Debtor shall attend a deposition tentatively scheduled for November 11, 2004 and November 12, 2004 (the "Hayes Deposition") at a time and location to be mutually agreed to by the Receiver, the Trustee and the Debtor. At the Hayes Deposition, the Debtor agrees to: (i) fully disclose, to the best of her knowledge, the existence or location of assets which are or may be a part of her bankruptcy estate, and (ii) provide information known to her at the time of the Hayes' Deposition which may, inter alia, reasonably serve to assist the Receiver and/or the Trustee with the recovery of assets for the benefit of the Receivership Estates or her

8. Subject to the Receiver's and the Trustee's rights under paragraphs 2(B) and 3(B) hereof, upon the conclusion of the Hayes Deposition and the Walker Deposition, the Receiver and the Trustee shall state, on the deposition record, that Hayes and the Walkers appear to have complied, as of that time, with paragraphs 2(A) and 3(A) hereof, and do not appear, as of that time, to have done any of the acts set forth in paragraphs 2(A)(i)-(iii), inclusive, and 3(A)(i)-(iii), inclusive, then upon said declaration by the Receiver and the Trustee, any objections that the Debtor or the Walkers have filed to date to Claim No. 1, as amended (filed by or on behalf of Louis T. DeLucia, as Receiver, hereinafter the "Receivership Claim"), Claim No. 13 (filed by Mary Higgins Clark, hereinafter the "Clark Claim"), and Claim No. 21 (filed by and on behalf of Richard and Alida Quirk, hereinafter the "Quirk Claim"), are withdrawn with prejudice and, the Debtor and the Walkers agree to waive their right and forever refrain from filing any objection in the future to the Receivership Claim, the Clark Claim and/or the Quirk Claim. In addition, the Court hereby allows the Receivership Claim, the Clark Claim and the Quirk Claim, as filed and as same may have been amended from time to time thereafter. Should a formal withdrawal of these objection(s) be needed, the same will be immediately filed.

9. In the event that the Court enters a Vacating Order against either the Debtor and/or the Walkers, the Debtor and/or the Walkers agree that the Receiver's or the Trustee's right to pursue previously filed causes of action shall relate back to their original filing date and they shall not and may not assert a statute of limitations as a defense to those causes of action; provided, however, that the Receiver shall have a period of not more than one year from the date of entry of the Vacating Order within which to commence any new action against the Debtor.